

DETAIL OF U.S. OFFICER AS DIRECTOR OF MILITARY SCHOOL AND ACADEMY

*Contract signed at San Salvador March 27, 1941; addendum dated
May 16, 1941*

Entered into force March 27, 1941

Modified and extended by agreement of March 25, 1943¹

Superseded by contract of May 21, 1943²

55 Stat. 1305; Executive Agreement Series 214

URBINA-FRAZER CONTRACT

Manuel Urbina Menjivar, Lieutenant Colonel of the Army, Superior Official of the Ministry of National Defense, duly authorized and in representation of the Supreme Government of the Republic of El Salvador, according to the Order of the Executive Power No. 160, dated the twenty-sixth of this month, published in the *Diario Oficial* No. 70, Volume 130, dated the twenty-seventh of this same month, on one part, and His Excellency Robert Frazer, Envoy Extraordinary and Minister Plenipotentiary of the United States of America, duly authorized and in representation of his Government, on the other, agree to conclude the following contract:

I

The Government of the United States of America places at the disposal of the Government of El Salvador the technical and professional services of an officer of the Army of the former nation to serve as Director of the Military School and of the annexed Military Academy of El Salvador.

II

The Government of the United States, in accordance with the preceding clause, has designated for Director of the Military School and annexed Military Academy of this country, Lieutenant Colonel Robert L. Christian, U. S. Infantry, a position which shall be subject to the orders of only the President of the Republic and Commanding General of the Army and of the Minister

¹ EAS 316, *post*, p. 571.

² EAS 328, *post*, p. 574.

of National Defense; this being without prejudice to the provisions of the respective laws and regulations.

III

The present contract shall come into force on the twenty-seventh day of March, nineteen hundred and forty-one, and shall continue in force for a period of two years, counted from this date, until the twenty-sixth day of March, nineteen hundred and forty-three; but if the Government of El Salvador should desire that the services of Lieutenant Colonel Christian be extended beyond the period stipulated in this same clause, it shall make a written proposal to that effect three months before the expiration of this contract.

IV

This contract may be terminated before the expiration of the period prescribed in the preceding clause or before the expiration of the extension thereof in the following manner:

(a) By either of the contracting Governments, subject to only three months' written notice in advance;

(b) By the recall of the officer by the Government of the United States in the public interest of that country, without necessity of compliance with provision (a) of this clause; and

(c) At the initiative of the Government of El Salvador or of the Government of the United States of America, in case either of the two Governments finds itself involved in domestic or foreign hostilities.

V

Should Lieutenant Colonel Robert L. Christian become unable to perform his duties referred to in this contract by reason of continued illness or physical disability, he shall be replaced by another officer of similar qualifications.

VI

Lieutenant Colonel Robert L. Christian shall serve in the Army of El Salvador,⁸ in the position already mentioned, with the rank he holds in the United States Army, and shall wear the uniform of his rank in the United States Army, but shall have precedence over all Salvadoran officers of the same rank, enjoying in addition, during the life of this contract, the benefits which the Army of El Salvador has established for the same rank.

⁸ For a declaration regarding an error in English text of para. VI, see addendum, p. 550.

VII

During the life of this contract and its extensions, Lieutenant Colonel Christian shall be governed by the disciplinary regulations of the United States Army.

VIII

During the period Lieutenant Colonel Christian is detailed under this contract or any extension thereof, the Government of El Salvador shall not engage the services of any personnel of any other foreign government for the duties and purposes contemplated by this Contract.

IX

This officer shall not divulge nor by any means disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant as a natural consequence of his functions, or in any other way, it being understood that this requisite honorably continues even after the expiration or cancellation of the present Contract or extension thereof.

X

Lieutenant Colonel Christian shall have the right to one month of leave during the year, which may be availed of in whole or in part, and in case all or any part of it is not taken, it shall accumulate from year to year during the life of this Contract.

XI

The leave specified in the preceding clause may be spent in foreign countries, subject to the standing instructions of the United States War Department concerning visits abroad. In all cases the said leave, or portions thereof, shall be taken by Lieutenant Colonel Christian only after consultation with the Minister of National Defense with a view to ascertaining the mutual convenience of the Government of El Salvador and Lieutenant Colonel Christian in respect to his leave.

XII

The expenses of travel and transportation not otherwise provided for in this Agreement shall be borne by Lieutenant Colonel Christian in taking his leave. All travel time, including sea travel, shall count as leave and shall not be in addition to the time authorized in the preceding clause.

XIII

For the services specified in clause I of this Contract, Lieutenant Colonel Christian shall receive from the Salvadoran Government an annual com-

pensation of One Thousand Eight Hundred and Ten Dollars (\$1,810.00). This compensation shall be paid proportionally during the twelve months of the year, as nearly equally as possible, on the last day of each month. These payments shall be made in Salvadoran national currency and shall be computed at the highest rate of exchange in San Salvador on the day on which due. Payments made outside of El Salvador shall be in the national currency of the United States.

XIV

The compensation set forth in the preceding clause shall begin on the date of departure of Lieutenant Colonel Christian from New York City, and it shall continue until the termination of this Contract including the time required for return travel by the shortest usually travelled sea route from El Salvador to New York City, and including such additional time as may cover the leave periods, provided this travel and leave are completed before the date of expiration of this Contract.

XV

Lieutenant Colonel Christian and his family shall be furnished by the Salvadoran Government with first-class accommodations for their voyages here and return performed under this Contract. The expenses of transportation by land and sea of Lieutenant Colonel Christian's household effects and baggage, including automobile, from New York City to San Salvador and return, shall also be paid by the Salvadoran Government.

These expenses shall include all necessary costs incidental to unloading from the steamer or railway train upon arrival in El Salvador, cartage from the ship or railway station to the residence of Lieutenant Colonel Christian in San Salvador, and packing and loading on board the steamer or railway train upon departure from El Salvador upon termination of services.

It is understood that throughout this Contract, the term "family" is limited to mean the wife and dependent children of Lieutenant Colonel Christian.

XVI

The Government of El Salvador shall allot in the budget of the Ministry of National Defense an annual sum of nine hundred dollars (\$900.00) to pay the customs duties on articles imported by Lieutenant Colonel Christian for his personal use and for the use of his family, as well as to cover any tax or taxes imposed by the Salvadoran Government on the compensation, pay or allowances received by Lieutenant Colonel Christian, it being understood that any unexpended balance of this item would be returned to the Treasury of the Salvadoran Government at the expiration of the detail of Lieutenant Colonel Christian or his successor, to the position referred to in clause one.

If the services of Lieutenant Colonel Christian should be terminated by the Government of the United States, except as established in heading (c) of clause IV of this Contract, before the completion of two years of service, the provisions of clause XV shall not apply to the return trip. If the services of Lieutenant Colonel Christian should terminate or be terminated before the completion of the aforesaid two years of service, for any other reason, including those established in heading (c) of clause IV, Lieutenant Colonel Christian shall receive from the Government of El Salvador all compensations, emoluments, and perquisites as though he had completed two years of service referred to in this Contract, but the annual salary shall terminate as provided in clause XIV. But should the Government of the United States recall Lieutenant Colonel Christian for breach of discipline, the cost of his return trip to the United States of his family, household effects and baggage, and automobile, shall not be borne by the Government of El Salvador.

XVII

When Lieutenant Colonel Christian travels on official business in the interior of the Republic, his transportation and travelling expenses shall be provided by the Government of El Salvador in accordance with the provisions of clause VI of this Contract.

XVIII

The Government of El Salvador shall provide suitable office space and facilities for the use of Lieutenant Colonel Christian.

XIX

If replacement of Lieutenant Colonel Christian is made during the life of this Contract or any extension thereof, the terms as stipulated in this Agreement shall also apply to the replacement officer, with the exception that the replacement officer shall receive an amount of annual compensation which shall be agreed upon by the two Governments.

XX

The Government of El Salvador shall provide suitable medical attention for Lieutenant Colonel Christian and his family. In case Lieutenant Colonel Christian becomes ill or suffers injury, he shall be placed in such hospital as the Ministry of National Defense deems suitable. The said officer shall pay only his cost of subsistence while hospitalized. His family shall enjoy the same privileges agreed upon in this clause except that Lieutenant Colonel Christian shall in all cases pay the cost of subsistence incident to the hospitalization of a member of his family.

XXI

If Lieutenant Colonel Christian or any member of his family should die in El Salvador during the period while this Contract is in effect, the Government of El Salvador shall have the body transported to such place in the United States as the family may decide, but the cost to the Government of El Salvador shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be Lieutenant Colonel Christian himself, his services shall be considered to have terminated fifteen (15) days after his death. Return transportation to the City of New York for the family of the deceased officer and for their household effects and baggage, and automobile shall be provided by the Government of El Salvador, in conformity with clause XV of this Contract. All compensation due the deceased officer and reimbursement due the deceased officer for expenses and transportation on official business of the Government of El Salvador shall be paid to the widow, or to any other person who may have been designated in writing by the officer before his death, provided such widow or other person shall not be compensated for the accrued leave of the deceased, and further provided that these compensations shall be paid within fifteen (15) days after the death of the said officer.

IN WITNESS WHEREOF, the undersigned, sign the present Contract in quadruplicate in the Spanish language and in duplicate in the English language, in the city of San Salvador, Republic of El Salvador, this twenty-seventh day of March nineteen hundred and forty-one.

ROBERT FRAZER [SEAL]
M. URBINA M. [SEAL]

ADDENDUM

We, the subscribers of the foregoing contract, declare:

1. That the English text thereof erroneously states, in Paragraph VI, that "Lieutenant Colonel Robert L. Christian shall serve in the Army of El Salvador . . .", instead of that "Lieutenant Colonel Robert L. Christian shall serve in El Salvador . . .", in accordance with the Spanish text as published in the *Diario Oficial* of El Salvador on March 27, 1941.

2. The foregoing declaration forms an integral part of the said Contract.

SAN SALVADOR, May 16, 1941.

ROBERT FRAZER [SEAL]
M. URBINA M. [SEAL]